

AGREEMENT MADE AS OF THE \_\_\_\_ day of December, 2012 between the COUNTY OF WARREN, NEW YORK, hereinafter referred to as the COUNTY and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, for the WARREN COUNTY GENERAL UNIT, of the WARREN COUNTY LOCAL 857, hereinafter referred to as the CSEA,

WHEREAS, CSEA has been certified by the Public Employment Relations Board as the exclusive representative of the County of Warren for the purpose of collective negotiations and the settlement of grievances, and,

WHEREAS, it is the purpose and intent of this agreement to provide a fair and cooperative working relationship between the County of Warren and its employees for the mutual benefit of the public, the County government and its employees.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

#### **ARTICLE I – APPLICABLE LAW**

This agreement shall be subject to all federal, state and local laws applicable thereto, and any of the terms of this agreement which are not consistent with or conform to said federal, state and local laws shall be deemed null and void.

#### **ARTICLE II – RECOGNITION**

a. The County recognizes CSEA as the sole and exclusive bargaining agent with unchallenged representation status for the maximum period permitted by law, for all employees of the County in the bargaining unit and with respect to the terms and conditions of employment and the settlement of grievances.

b. The CSEA shall have the sole and exclusive right to represent all employees in the bargaining unit in any and all proceedings under the Public Employees Fair Employment Act under the terms and conditions of this Agreement; to designate its own representatives and to appear before the appropriate official of the County to effect such representation.

c. All County employees shall be free to join or refrain from joining CSEA without fear of coercion, reprisal or penalty from CSEA or the County.

### **ARTICLE III – GENERAL BARGAINING UNIT**

#### **Section 1. Bargaining Unit**

The general bargaining unit shall consist of all full and part-time employees of the County of Warren as defined in Article VI 5(a) and 5(b) herein, except the following:

All Elected Officials  
Department Heads  
Clerk of the Legislative Board  
Secretary to Clerk of Legislative Board  
Deputy Clerk of Legislative Board  
County Court Judge  
Confidential Law Assistant to County Court Judge  
Family Court Judge  
Surrogate Court Judge  
Commissioner of Jurors  
District Attorney  
Assistant District Attorney  
Administrator of Assigned Counsel  
Coroner  
County Auditor  
County Treasurer  
Deputy County Treasurer  
County Budget Officer  
Purchasing Agent  
Director of Real Property Tax Service Agency  
Deputy Director of Real Property Tax Service Agency  
County Clerk  
Deputy County Clerk  
County Attorney  
Assistant County Attorney  
Personnel Officer  
Commissioners of Board of Elections  
Deputy Commissioners of Board of Elections  
Building Superintendent

Systems Analyst Programmer  
Court Officers and Court Attendants  
Sheriff  
Undersheriff  
Patrol Officers – Part-time  
Special Patrol Officers  
Patrol Officers – Seasonal  
Correctional Officers – Part-time  
Fire Coordinator  
Deputy Fire Coordinator  
Relief Dispatcher, Fire Control  
Civil Defense Director  
Supervising Nurse, Public Health Services  
Medical Director, Physically Handicapped Children  
Director, TB Clinic  
Commissioner of Social Services  
Deputy Commissioner of Social Services  
Director, Mental Health  
Director, Social Services  
Director, Administrative Services  
Social Services Attorney  
Administrator, Westmount Infirmary  
Director of Nursing  
Physicians, Westmount Infirmary  
Consulting Pharmacist, Westmount Infirmary  
Director, Veterans Service Agency  
Sealer of Weights and Measures  
Historian  
Administrator, County Planning Board  
Secretary, County Planning Board  
All Employees, Regional Planning Board  
County Veterinarian  
Superintendent of Public Works  
Deputy Superintendent of Public Works  
Senior Engineer, Department of Public Works  
General Highway Foreman  
Auto Mechanic Foreman  
Deputy Department Heads  
Executive Housekeeper  
Assistant Directors  
County Planning Board  
County Planner  
Planning Assistant  
Planning Administrator  
Associate Planner

Mental Health Programs Analyst  
Mental Health Fiscal Officer  
Manpower Account Manager  
Dietetic Service Supervisor  
Non-deputized Communication Officers  
First Patrol Officers  
Civil Law Enforcement Officers  
Patrol Sergeants  
Patrol Officers  
Communications Operators  
Correction Officers  
All Managerial and Confidential Employees

#### **ARTICLE IV – GENERAL CONDITIONS**

##### **Section 1. Prohibition of Strike**

CSEA affirms that it does not assert the right to strike against the County, to assist or participate in any such strike, slowdown, or demonstration interfering with the departmental operations of the County, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such strike.

##### **Section 2. Dues Deduction**

a. The County grants to CSEA exclusive payroll deduction or membership dues and insurance premiums from the pay of CSEA members and upon presentation to the County Treasurer of appropriate deduction authorization cards signed by the individual employee, the County shall make and remit such deductions to the office of Finance Officer, CSEA, Inc., Capital Station Box 7125, Albany, New York 12224-0125.

b. No other employee organization shall be accorded similar payroll deduction privileges throughout the term of this agreement.

c. The County shall deduct from the wages of employees and remit, at least monthly to ~~the Hudson River Credit Union~~ **any approved financial institution**, amounts which have been authorized by employees who have signed the appropriate payroll deduction authorization permitting such deduction. An employee's payroll deduction authorization may not be amended more than two times during any calendar year.

d. CSEA agrees to indemnify and hold the County harmless from and against any and all demands, claims, suits or other form of liability, including reasonable attorneys' fees, that may arise out of, or by reason of, any action taken by the County pursuant to the provisions of this section.

### Section 3. Past Practices

This agreement shall represent all employee rights, privileges and benefits granted by the County to its employees and unless specifically and expressly set forth in this agreement all rules, regulations, practices and benefits previously granted are not in effect.

### Section 4. Reservation of County Rights

a. The County reserves the right to implement any rule or regulation concerning employee practices or working conditions without prior discussion with CSEA provided it does not conflict with or violate any of the terms of this agreement or law.

b. The County reserves the right to create or abolish any job, position or title without prior discussion with CSEA provided it does not violate any of the terms of the agreement or law.

### Section 5. Furnishing of Copies of Agreement

The County will print this agreement and will prepare and make available to all bargaining unit employees of the County a copy of this agreement. Thereafter, printing of the agreement will be rotated between the parties and the party printing the agreement will make sure that enough copies are provided for all bargaining unit employees of the County.

### Section 6. Mandatory Legislative Language

Pursuant to Section 204-a of the Public Employees' Fair Employment Law:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

### Section 7. Nondiscrimination

The County and CSEA agree to administer their obligations under this agreement in a manner which will be fair and impartial to all employees and there shall be no discrimination against any employee because of age, race, creed, color sexual orientation, national origin military status, sex, disability, predisposing genetic characteristics, or marital status by either CSEA or the County by virtue of an employee's participation or nonparticipation in CSEA affairs.

#### Section 8. CSEA Representatives

CSEA employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract subject to the approval of the Department Head shall be permitted a reasonable amount of time to fulfill these obligations provided it does not interfere with the performance of their normal duties.

#### Section 9. Employee Data

The County shall semi-annually provide CSEA with a list of all employees in the bargaining unit showing the employee's name, job title and first date of employment.

#### Section 10. Union Representative Visitations

CSEA shall notify the County in writing of the names of the local officers and authorized Union representative and any changes of such officers or representative. The designated CSEA representative shall be permitted on an exclusive basis to have access to the County property for the purpose of enforcing the terms of this Agreement. CSEA must obtain authorization from the County prior to such access by a non-employee representative. Any such visit by said authorized CSEA representative shall not cause any interruption or interference with any County operations or services.

### **ARTICLE V – SALARY AND COMPENSATION PLAN**

#### Section 1.

For the period of January 1, 2012 - December 31, 2012, employees will be paid in accordance with the salary charts set forth in the collective bargaining agreement dated January 1, 2008 - December 31, 2011 with the understanding that there shall be a one-time \$300 contract sign on bonus paid to each CSEA member who is in the employ of the County on December 21, 2012 on or before December 31, 2012. The bonus will be prorated for part-time employees.

Effective January 1, 2013, \$500 shall be added to each level of the final salary chart set forth in the collective bargaining agreement dated January 1, 2008 - December 31, 2011.

Effective January 1, 2014, there shall be a 2% increase to the 2013 salary schedule.

Effective January 1, 2015, there shall be a 2% increase to the 2014 salary schedule.

Effective January 1, 2016, there shall be a 2.5% increase to the 2015 salary schedule.

There shall continue to be a longevity payment of \$500 added onto the salary of such employees who will complete fifteen (15), twenty (20), twenty-five (25) and thirty (30) years of continuous employment. **(Longevity is already built into the attached Salary Schedule.)**

Effective January 1, 2013, there shall be a one-time correction to the application of the salary scale so that employees are advanced steps or granted longevity on the anniversary date that they actually achieve the milestone (actually completed the number of years required for the advanced step). From that point forward, employees shall be awarded future steps and/or longevity payments on the actual anniversary date of the achievement.

The Grade and Title Listing is annexed hereto as Schedule "A". The Salary Charts annexed hereto as Schedule "B" shall be amended to provide for 2012, 2013, 2014, 2015 and 2016 salaries as set forth and specified above.

## Section 2.

During the term of this Agreement, there shall exist a reallocation committee which shall consist of six (6) members. Three (3) members of the committee shall be appointed by the Warren County Board of Supervisors and three (3) members shall be appointed by the President of the Warren County General Unit, Warren County Local 857. The purpose of the committee shall be to meet and discuss reallocations of positions within the Warren County classified service and/or the grade allocations set forth in the collective bargaining agreement. The committee shall meet during the month of May in each calendar year and shall consider only those petitions to reallocate specific positions submitted and/or approved by the Warren County Board of Supervisors and/or the CSEA Executive Committee. For each request (by title) for reallocation, the Unit President shall designate one (1) individual to speak before the reallocation committee. The Warren County Board of Supervisors shall, likewise, designate one (1) individual to speak before the committee. Prior to any decision, the reallocation committee shall listen to both parties and consider any documentation or other evidence presented by both parties. Once the committee has reached a decision, it shall forward its recommendations to the Warren County Board of Supervisors for consideration by the Board and for a final determination, which final determination shall lie within the exclusive discretion of the Warren County Board of Supervisors.

## **ARTICLE VI – WORKDAY, WORKWEEK, OVERTIME**

### Section 1. Workweek, Workday

a. The regular workweek in all departments of Warren County shall be 40 hours consisting of five consecutive workdays. All departments in Warren County service will remain open and operate on a 40-hour week during the entire year. The hourly wage

rate of all full time employees for all calculations contained in this Agreement shall be determined by dividing the annual salary of the employee by 2080 hours.

b. 1. The regular hours of work in each day shall not exceed eight (8) hours, except that the hours worked when attending an authorized out-of-town conference, training class, seminar or similar educational class may be more than 8 hours but not more than eleven (11) hours when the Department Head (or designee) and the employee agree that the time worked over 8 hours (not more than 11), will be taken as authorized time off later in the same workweek". Agreement by the Department Head and employee must be in writing using a form provided by the County Attorney and approved by CSEA. If an agreement is not reached it is understood that the Department will either pay overtime or not authorize/require the employee to attend the conference, training class, seminar or similar education class for more than eight (8) hours. This provision "the exception" concerning hours worked when attending an authorized out-of-town conference, training class, seminar or similar education class shall terminate and no longer be part of this collective bargaining agreement one year after the date of execution of this agreement unless both parties agree to extend the same by separate written agreement.

2. In addition to the foregoing, the regular hours in each day for all departments in which collective bargaining members work shall not exceed eight (8) hours per day except where an employee and a Department Head agree that the employee may work in excess of eight (8), but not more than ten (10) and take authorized time off later in the same work week on an hour for hour basis. Agreement by the Department Head and employee must be in writing using a form provided by the County Attorney and approved by CSEA. If an agreement is reached as provided, the employee shall not be entitled to overtime or compensatory time for the hours worked in excess of eight (8) hours per day notwithstanding any other provisions of this agreement that may provide otherwise. If an agreement is not reached, it is understood that the department will either pay overtime or not authorize/require the employee to work the additional hours over eight (8) hours. This section and the provisions thereof, shall be known as voluntary flex time and shall end December 31, 2013 unless extended by separate written agreement by CSEA and the County Board of Supervisors, such extension agreement being completely optional to both parties.

c. Regular full time office employees ~~working at the Warren County Municipal Center shall~~ **currently receiving a one-hour lunch period shall continue to be** allowed a one-hour lunch period included in the eight-hour day. All other employees shall have a one-half hour lunch period included in the eight-hour day.

d. All employees shall have two consecutive twenty-four hour days off in each week, except employees working in offices required to remain open by state law. In such event, an affected employee shall work no more than five days and have two days off.



## Section 2. Overtime

a. When an employee is authorized or required by the Department Head to work in excess of 40 hours per week, or more than 8 hours in one day, he shall be entitled to receive compensation at the rate of time and one-half of his hourly rate of pay as defined in Section 2(b) of this Article (Overtime Compensation), except no overtime compensation shall be required under circumstances where an agreement is reached pursuant to 1(b) above.

b. For the purpose of computing overtime for all employees, the hourly rate shall be determined by dividing the annual salary of the employee by 2080 hours. Paid sick leave, paid holidays, paid vacation days, paid personal days and paid bereavement leave will be considered as time worked in computing overtime in a 40-hour workweek.

c. All payments for overtime shall be paid to the employee at the next regularly scheduled pay period.

## Section 3. Compensatory Time

a. Compensatory time shall not be permitted **except as provided under the Special Trial Provision set forth below**. All time worked in excess of the regular 8 hour day or 40 hour week will be considered as overtime and payment for such overtime will be made at the next regularly scheduled payroll period, except no overtime compensation shall be required under circumstances where an agreement is reached pursuant to 1(b) above.

b. No employee shall work overtime unless authorized by his department head prior to the time worked.

c. Special Trial Provision - Compensatory Time Off in Lieu of Payment of Overtime. Notwithstanding the foregoing provisions of this section, employees may elect to take time off duty in lieu of payment for overtime worked that they are requested or required to work. Compensatory time off shall be at the rate of one and one-half hours off for each hour of overtime worked. The elections to accrue and take compensatory time off will be made in writing on forms prescribed by the County Administrator. In the absence of any such election, the overtime work will be paid for at the regular overtime rate. Requests for compensatory time off shall be granted in the order that they are received. In the event that more than one request is received at the same time, seniority shall govern. Requests for compensatory time off shall be made not more than thirty (30) days in advance. An employee may accumulate up to forty (40) hours of compensatory time off in lieu of overtime. All accumulated and unused compensatory time shall be paid to the employee in the last paycheck received in each calendar year that this provision is in affect and the employee shall thereafter be allowed to once again start to accrue time for use in the following year. Approval of requests for use of compensatory time shall be conditioned upon the needs of the

employee's department as determined in the sole discretion of the Department Head or designee. This benefit or privilege of using compensatory time shall end December 31, 2014, unless extended by separate written agreement by the County Board of Supervisors and CSEA, such agreement being completely optional to both parties.

#### Section 4. Miscellaneous Compensation

a. Eligible employees in the Department of Public Works, the Social Services Department, the Probation Department, and the Public Health Department shall be allowed, as a reimbursement, up to the following amounts for meal expenses in accordance with the regulations and rules set up by each respective department head: Breakfast - \$7.00; Lunch - \$8.00; Dinner - \$10.00.

b. County employees working other than the scheduled daytime hours shall receive a shift differential as follows:

1. Afternoon shift, 4:00 p.m. to 12:00 midnight, or 3:00 p.m. to 11:00 p.m., whichever is applicable, 5% additional to hourly rate.

2. Night shift, 12:00 midnight to 8:00 a.m. or from 11:00 p.m. to 7:00 a.m., whichever is applicable, 10% additional to hourly rate.

3. An employee who has worked the evening shift as his regular workweek, for a period of at least 12 months prior to January 1, 1974, and continues to work this evening shift as his regular workweek will be paid for vacation, sick leave and personal leave based on the weekly salary he is presently receiving including the premium compensation for shift work.

4. Cooks and food service helpers who work from 5 a.m. to 1 p.m. at Westmount Health Facility or from 6 a.m. to 2 p.m. at the Countryside Adult Home shall receive ten percent (10%) additional to their hourly rate for all hours worked between the beginning of their shift and 7 a.m. at Westmount Health Facility and between the beginning of their shift and 8 a.m. at the Countryside Adult Home; cooks and food service helpers who work from 10:30 a.m. to 6:30 p.m. or from 11 a.m. to 7 p.m. at Westmount Health Facility or the Countryside Adult Home shall receive five percent (5%) additional to their hourly rate for all hours worked from 4 p.m. until the end of their shift at Countryside Adult Home and from 3p.m. until the end of their shift at Westmount Health Facility.

c. The County will reimburse an employee required by the County to use his private automobile for County business at the reimbursement rate allowed by the Internal Revenue Service as nontaxable income.

d. Except for prescheduled work, the County will provide a guarantee of three (3) hours call-in at a rate of time and one-half in the event an employee is called back

to work by his foreman or department head after the completion of an eight (8) hour day and the employee has punched out his time card and departed for home and before the commencement of such employee's next workday. Notwithstanding the foregoing, it is agreed that no call-in pay is required for holding over an employee at the end of a shift. The employee shall be paid for the amount of time actually worked.

e. The standby schedule for caseworkers in the Department of Social Services will remain as structured in 1988, with all caseworkers participating in their proper time sequence. The nurses in the Public Health Department will work a revised schedule for weekends and holidays; however, in the event it becomes necessary for a nurse in the Public Health Department to be on standby, the payments provided in this paragraph shall be applicable. Caseworkers and nurses on weeknight standby shall receive \$20.00 per night for weeknight standby duty; caseworkers and nurses on weekend standby shall receive \$60.00 per weekend for weekend standby duty (weekend defined as Saturday through Monday a.m.). Holidays shall not be included in weekend standby. Caseworkers and nurses who are not scheduled to work the full holiday and who are on standby shall receive \$30 per holiday for holiday standby. Personnel who are unable to comply with the standby schedule for compelling reasons shall submit in writing to the Commissioner of Social Services or the Director of Patient Services, respectively, their specific justification for requesting removal from the list. The Commissioner or Director respectively shall respond in writing to their request, and, if denied, the rationale for doing so.

f. The County agrees to reimburse employees for the costs of the following licenses or certifications, but only if the employee is required to have the license or certificate to meet the qualifications of the position of employment with the County and to perform the work:

CDL License  
CNA Certification

The benefit referred to herein shall only be due and payable by the County after the employee successfully completes the required probation periods.

g. Department of Public Works employees who are called in due to weather related conditions and/or nature or manmade disasters shall receive one-half hour pay in addition to any hours actually worked or call-in pay, if any.

#### Section 5. Workday, Workweek, Overtime

For the purpose of this agreement, and effective as of the date of the execution of this agreement, the following definitions shall apply:

a. Full time employee: A person who is employed by the County for a 12-month period of time and who works 35 hours per week or more.

b. Part-time employee: A person who is employed by the County for a 12-month period and who works less than 35 hours per week, but more than 20 hours per week.

c. Less than half-time employee: A person who is employed by the County for a 12-month period and who works 20 hours or less per week.

d. Temporary and seasonal employee: A person who is employed for a particular program or project for a period not exceeding six months.

#### Section 6. Workday, Workweek, Overtime

Part-time employees as defined in Article VI, Section 5(b) shall receive fringe benefits in the same proportion as the ratio of the number of hours the employee works to the number of hours in the regular workweek. Employees defined in Article VI, Sections 5(c) and 5(d) shall not receive any fringe benefits.

### **ARTICLE VII – HOLIDAYS**

#### Section 1.

All **full-time and part-time** employees in County service shall be entitled to the following paid holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

#### Section 2. Weekend Holidays

a. Full time employees will be paid the regular weekly salary without deduction when one of the above holidays is observed during the workweek.

b. Part-time employees will be paid at their regular wage for the day when a holiday falls or is observed within their respective workweek schedule.

~~c. Temporary employees as defined herein will be paid their regular wage for the day where a holiday falls or is observed within their respective workweek schedule.~~

**dc.** If a holiday falls on a Sunday it will be observed on the next day thereafter. If it falls on a Saturday it will be observed on the preceding Friday.

**ed.** If a holiday falls on any other day, the General Construction Law and amendments then in effect will govern the day of its observance.

**fe.** If a holiday falls during a vacation period, the day will not be charged against the employee's vacation credits. Vacation days are charged solely against working days.

**gf.** Any employee required to work on one of the scheduled holidays shall be paid time and one-half plus the holiday pay if the holiday falls during the employee's regular workweek schedule.

**hg.** Any employee called into work on a contract holiday shall be paid time and one-half plus the holiday pay.

**ih.** An employee who works at a County facility having a seven (7) day operation whose normal workday falls on a holiday or who is called in on a holiday shall be paid in accordance with the rates stated in Section 2(g) and Section 2(h) of this article respectively. An employee whose normal day off falls on a paid holiday shall receive an additional day's pay for the holiday.

For the purpose of this section the day to be considered the holiday shall be the day observed by the County as the holiday irrespective of whether such day is the actual holiday. This regulation shall be waived for the following holidays: New Year's, Christmas and Independence Day. On such holidays, the day to be considered the holiday shall be the day on which the holiday actually falls.

### Section 3. Holiday Pay Eligibility

In order to be paid for a holiday, the employee must work the employee's last scheduled workday before and after the holiday, except with the employee's supervisor's approval. In the event an employee at a County facility operating seven days a week shall be denied holiday pay by reason of this provision, the employee shall have the right, within the same payroll period of the holiday or the payroll period immediately following said payroll period, to appeal the denial to the Personnel Officer who shall determine whether the employee shall be paid for the holiday. In making a decision the Personnel Officer shall allow the employee, the employee's immediate Supervisor, the CSEA President or other designated representative and Administrator to be heard. The Personnel Officer shall render the decision in writing and shall include the basis or rationale for the decision. The decision shall be delivered to the employee, the employee's supervisor, the CSEA President or designee and the Administrator.

#### Section 4. Floating Holidays

Subject to the provisions herein, full-time employees shall be entitled to two additional days off with pay at their usual daily rate. These days shall be known or referred to as floating holidays and shall be used within restricted periods of time. One floating holiday shall be taken between January 1<sup>st</sup> and June 30<sup>th</sup> of each year. The other shall be taken between July 1<sup>st</sup> and December 31<sup>st</sup> of each year. The days may be used in conjunction with vacation or personal days. Rules concerning scheduling and/or use shall be the same as those applicable to vacation days. The days must be taken. Days earned and not taken through no fault of the employee shall be treated in the same manner as vacation days not taken under the same circumstances. Part-time employees shall receive the benefit of the floating holidays in the same proportion as the ratio of the number of hours the employees work to the number of hours in the regular work week. In their first year, a new employee shall be entitled to the floating holidays provided that the new employee was on the payroll at the time of the actual Lincoln's Birthday holiday or Election day.

#### Section 5. Westmount Holiday Pay.

Holiday pay for Westmount employees will be considered earned and due for the 11 - 7 shift which begins on the eve of the holiday and crosses over into the actual holiday. All other shifts shall receive holiday pay on the day of the holiday.

### **ARTICLE VIII** **VACATION, SICK LEAVE, PERSONAL LEAVE, BEREAVEMENT LEAVE**

#### Section 1. Vacation Leave

a. All full time County employees shall be entitled to a vacation with pay after completing one year of total continuous service as follows:

|                                  |                               |
|----------------------------------|-------------------------------|
| 1 year of service                | 10 working days               |
| <b><u>2 years of service</u></b> | <b><u>10 working days</u></b> |
| 3 years of service               | 11 working days               |
| 4 years of service               | 12 working days               |
| 5 years of service               | 13 working days               |
| 6 years of service               | 14 working days               |
| 7 years of service               | 15 working days               |

An additional day of vacation shall be added each year until a maximum of 20 working days are attained.

All new **full-time and part-time** employees commencing work for the County on or after December 21, 2012 shall accrue leave from the date of hire at the rate of three (3) hours per payroll period plus one (1) additional hour upon completion of six (6)

months employment. Any leave time accrued shall not be considered earned until the newly hired employees have completed six (6) months of continuous service. Once six (6) months continuous service has been completed, the employee may use any of the accrued time or continue to save the time for future use in accordance with other applicable provisions of this agreement. If a new employee shall not complete six (6) months continuous service, the accrued time shall not be considered earned and shall not be payable to the employee upon termination or otherwise leaving the County. Effective as of the date of execution of this agreement, any employee beginning work with Warren County after that date, shall always accrue all vacation time provided for herein on a pro-rata bi-weekly basis ~~in the same manner as provided for new employees in their first year of employment~~ **and such vacation time must be used not later than eighteen (18) months from the time earned or the vacation time shall be forfeited or lost and no compensation shall be made to the employee.**

b. Vacation leave may be taken in multiples of not less than one-half day. A vacation day taken the day before or day after a holiday must be approved in advance by the department head.

c. The period of employment referred to above shall be for a period of total service in Warren County employment. Vacation credits shall be computed from the day of entry into County service. Service credit begins when the employee begins work with the County on a continuous full-time or part-time basis and includes temporary status service time, if such time is continuous with the full or part-time service.

d. A day of vacation shall be a working day.

e. Vacation credits shall be computed from the day of entry into County service and computed on January 1 of each year. For the purpose of determining the effective date of earned vacation the period of service shall be computed from the 1<sup>st</sup> day of January in the year the employee was first appointed.

f. 1. Vacations shall be scheduled with the approval of the employee's Department Head, which approval shall not be unreasonably withheld. All vacations shall be taken in the calendar year during which the employee becomes entitled thereto. Vacation credits shall not be carried over from one calendar year to another or used in whole or in part any year except the year in which it is due; provided, however, that the County will allow an employee (1) to carry part of the vacation time earned in one calendar year over into the succeeding calendar year upon advance notice to the Department Head, and solely as a continuation of a planned trip commenced in the 12th month of the calendar year; or (2) to carry over up to 5 vacation days, not taken by the employee, into the succeeding calendar year, upon notice to the Department Head by December 1 of the current calendar year, to be taken no later than June 1 of the succeeding calendar year.

f. 2. All vacation time must taken with the time frames provided and any time not so taken shall be forfeited or lost and no compensation shall be made to any employee, except that vacation time earned and not taken shall be paid to the employee upon application to the Warren County Board of Supervisors and a finding by such Board that 1) in the case of an employee who is not a Department head that the employee was requested to not take vacation time or was affirmatively denied the opportunity to take vacation time at any time during the time frames herein provided by the Department Head or 2) with regard to any employee injury or disability prevented the use of vacation time. The application provided for herein must be made within 6 months of the end of the year in which use of vacation time was earned and payment, if awarded, will be at the rate earned. Failure to make such an application shall constitute a forfeiture and/or waiver of right to be compensated for qualifying unused vacation time and the County shall have no continuing liability therefore.

g. All vacation time must be taken; however, vacation time earned and not otherwise taken through no fault of the employee as provided herein, shall be paid to an employee at the time of his termination of service.

h. Part-time employees and full time employees who work less than forty hours per week will be entitled to vacation credits based on their regular workday and regular workweek.

i. In order to be paid for a vacation day, the employee must work the employee's last scheduled workday before and after the vacation day, except with the employee's supervisor's approval. In the event an employee at a County facility operating seven days a week shall be denied vacation pay by reason of this provision, the employee shall have the right, within the same payroll period of the vacation or the payroll period immediately following said payroll period, to appeal the denial to the ~~Human Resources Director~~ **Personnel Officer** who shall determine whether the employee shall be paid for the vacation day. In making a decision the ~~Human Resources Director~~ **Personnel Officer** shall allow the employee, the employee's immediate Supervisor, the CSEA President or other designated representative and Administrator to be heard. The Human Resources Director's shall render the decision in writing and shall include the basis or rational for the decision. The decision shall be delivered to the employee, the employee's supervisor, the CSEA President or designee and the Administrator.

## Section 2. Sick Leave

a. 1. Absence from duty by an employee by reason of sickness or disability of himself or herself shall be considered "sick leave",

2. **Effect as of the execution of this Agreement**, absence from duty by an employee by reason of sickness or disability of an immediate member of employee's family shall also be considered "sick leave", provided, however, 1) the sickness or disability of the immediate family member must require the physical presence and



actual assistance of the employee; 2) a full time employee may use no more than ten (10) or the maximum number of the sick leave days the employee has available for use, whichever is less, in any calendar year for immediate family member sickness or disability and the number of days available for use by the part-time employee shall be that portion of ten (10) days which is in the same proportion to the number of hours worked when compared to full time employees and in no event shall exceed that the employee has accrued; 3) the use of sick leave for immediate family sickness or disability shall be subject to the same rules of use as are applicable to the employee's use of sick leave for employee's own sickness or disability including disciplinary action should the sick leave not be used in accordance with the rules specified herein; 4) the use of sick leave for immediate family sickness or disability shall be subtracted from or charged to the employee's accumulated sick leave balance in the same manner as if used for the employee's own sickness or disability; and 5) immediate family member shall mean mother, father, husband, wife, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, and any relative or person residing in the immediate household of the employee.

b. No employee shall receive any part of his compensation while absent from duty because of sickness or disability except as herein provided.

c. A full-time employee who is paid on an annual basis shall be entitled to sick leave with pay on the basis of ten (10) working days in each year. Such sick leave with pay shall be granted to the employee by the Department Head. The Department Head may require a physician's statement for any absence of more than three (3) consecutive days.

d. The ten (10) working days per year allowed to an employee for such leave with pay may be accumulated to a maximum of 165 days, and may be kept to his or her credit for future sick leave with pay.

e. In the event that any employee utilizes the sick leave benefits provided by this section while not actually sick, such employee will be subject to disciplinary proceedings.

f. Employees hired prior to ratification who have not used all his/her accumulated sick leave at the time of his/her retirement, he/she shall be paid cash at the hourly rate then in effect, for one-half of the accumulated sick leave to his/her credit, with a maximum of seventy (70) days to be paid in cash.

Employees hired on or after December 21, 2012 shall no longer be entitled to any form of sick leave payout upon retirement from the County.

g. Part-time employees will earn sick leave credits based on their workday and workweek.

\_\_\_\_\_h. The ten (10) working days per year allowed to an employee for sick leave will be earned at the rate of one (1) day of sick leave for each month of employment except for the sixth and twelfth months during the year of employment where no days will be earned.

i. Employees shall be allowed to take sick leave in no less than one hour intervals.

j. The following shall be applicable for voluntary sick leave donations:

1. A voluntary sick leave donation drive for a County employee will be allowed, and such drive will be administered by CSEA.

2. The sick leave donation drive will allow CSEA to obtain a voluntary contribution of not more than one sick leave day from any full time bargaining unit employee desiring to donate a sick leave day to the recipient employee, up to a maximum total of 50 sick leave days from all voluntary contributors. In order to be eligible to donate a sick leave day, the donating employee must have at least 10 accumulated sick leave days. The maximum number of days to be contributed for all recipient employees shall be 450 per year. The recipient employee of the donated sick leave days must have exhausted all accumulated sick leave and all other types of leaves and has been out of work for more than 30 days in any calendar year due to a chronic, prolonged, catastrophic and/or disabling illness or injury.

3. CSEA will notify the County of the names of the individuals who have voluntarily donated a sick leave day to the employee, up to a maximum of 50 names for each recipient, and provide the County with a signed voluntary sick leave donation form, a copy of which is attached hereto and made a part hereof, for each contributor. The donated sick leave day will then be deducted from the sick leave accrual of the contributor, and credited to the recipient employee's sick leave accrual.

4. CSEA agrees to indemnify and hold the County harmless from and against any and all demands, claims, suits or other form of liability, including reasonable attorney's fees, that may arise out of, or by reason of, any action resulting from the implementation or administration of this voluntary sick leave donation program.

5. The parties may adjust this sick leave donation program by mutual agreement.

### Section 3. Personal Leave

a. Personal leave is leave with pay for personal business, including religious observance, without charge against accumulated vacation credits.

b. An employee in County service shall be entitled to personal leave not exceeding a total of 3 days in each year.

c. Personal leave shall not be cumulative and no part thereof shall be carried over from one calendar year to another. Unused personal leave shall not be liquidated in cash at the time of separation, retirement or death.

d. Personal leave shall be granted only by prior approval of the department head and only at a time convenient to the Department, and may be taken in multiples of not less than one hour.

e. 1. An employee shall not be entitled to personal leave time until after four months of continuous employment.

e. 2. Each new full time **and part time** permanent employee shall be credited with one day of personal leave after four months of continuous employment and one additional day of personal leave after eight months of continuous employment and by an additional day of personal leave at the end of the tenth month of employment, except all new employees shall have three personal leave days credited as of January 1, whether they have completed ten months of service or not.

#### Section 4. Leave of Absence

a. Military Leave – County employees who are members of military reserve units and are required to go on active duty for training purposes shall be entitled to leave without loss of pay for such time as is necessary to fulfill such military training obligation, but not exceeding thirty workdays per calendar year. Payment shall not be made to such employee unless a copy of the military orders is submitted to the department head.

#### b. Medical Leave and Education Leave

1. An unpaid medical leave may be requested for a period not to exceed 90 days at a time. Extensions of such authorized medical leave will be granted after an approval by the Department Head and the Personnel Committee of Warren County.

2. Unpaid educational leave may be requested up to a period not to exceed 10 months.

c. All requests for leave shall be approved by the Department Head and the Warren County Personnel Officer prior to the granting of leave. An employee shall receive a reason in writing for any denial of a request for leave; however, the denial of such leave or the reasons therefor shall not be subject to review under the grievance procedure of this contract.

d. Upon termination of an authorized leave of absence, the employee will be reinstated without interruption of service, rights and benefits.

e. In the event an employee is reinstated in his old position within two months from the date he has resigned or for any reason has left his position, he will be reinstated with all his accumulative rights and benefits as if no interruption in service had occurred.

f. In the event an employee reenters County service after having terminated his service for any reason whatsoever and is not reinstated within two months from the date his service has terminated, such employee shall not be entitled to vacation credits based on total service until he has completed two **(2)** years of continuous service from the date of reentering County service.

#### Section 5. Bereavement Leave and Funeral Leave

a. Employees may be absent from work without loss of pay by reason of death in the immediate family up to a maximum period of three **(3)** working days, commencing from the date of death of the family member or day before the funeral. Immediate family includes only mother, father, husband, wife, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, **step-family relationships** and any relative or person residing in the immediate household of the employee.

b. Employees may be absent from work without loss of pay for one **(1)** day to attend the funeral of the employee's brother-in-law, sister-in-law, or grandparent-in-law.

c. When extreme weather conditions will not allow for a burial until spring, an employee may reserve and schedule a day of the bereavement leave discussed above for such reason.

#### Section 6.

The employer shall not have the right to charge any employee's leave credits without that employee's approval.

### **ARTICLE IX – HEALTH AND DENTAL INSURANCE PLANS**

#### Section 1. – Health Insurance

\_\_\_\_\_a. Until January 1, 2013, the County shall offer health insurance to current, full-time employees who are members of the bargaining unit upon the terms and conditions set forth in the collective bargaining agreement dated January 1, 2008 - December 31, 2011, as amended through that date.

b. Effective January 1, 2013, the County shall offer health insurance to current full-time employees of the bargaining unit on an individual, two-person or family coverage basis (depending upon the qualifications and election of the employee) provided that the employee contributes ten percent (10%) of the health insurance

premium. Commencing December 1, 2013, the amount of the aforesaid contribution shall be increased to eleven percent (11%). Commencing December 1, 2014, the amount of the aforesaid contribution shall be increased to twelve percent (12%). Commencing December 1, 2015, the amount of aforesaid contribution shall be increased to thirteen percent (13%).

\_\_\_\_\_c. On and after December 21, 2012, the County shall offer health insurance to new employees of the bargaining unit commencing the first day of the month immediately following full-time employment with the County, on an individual, two-person or family coverage basis (depending upon the qualifications and election of the employee) provided that the employee contributes twenty percent (20%) of the health insurance premium.

d. Two members of the same family employed by the County may only be enrolled in one health insurance plan. However, if two members of the same family employed by the County are eligible to be enrolled in a two-person plan, each employee may enroll in their own individual plan but the County will contribute a maximum total amount equal to the County's contribution for a two person plan.

e. In no event shall the County pay more than the premium of the health provider selected by the employee, even if the formula set forth in paragraphs (a), (b), and (c) above, results in the County's portion of the premium being greater than that due and payable for coverage.

f. All health care coverage shall be afforded with the maximum co-pay of 25/40 for office co-pays and 10/30/50 for drug plan co-pays. Prior Reopened or Supplemental Rights Agreements to the collective bargaining agreement dated January 1, 2008 - December 31, 2011 providing for reimbursement of co-pays (e.g. health Insurance Plans Reopened Agreement dated August 24, 2010) are hereby ended and accordingly amended hereby as of December 31, 2013.

g. Health insurance coverages provided to retirees from Warren County and their qualified spouses and dependents who are 65 years of age or older and Medicare eligible such that said class of employees, spouses and/or dependents shall be offered health insurance coverage from one of three Medicare Advantage health insurance policies which policies shall provide coverage similar to that previously offered by available HMO coverages and with at least one of the Medicare Advantage policies providing for out-of-state coverage. The retiree contribution for the Medicare Advantage policies shall be calculated in the same manner as is done with actively working County employees taking health insurance coverage offered by the County but, in no event, shall the County pay more then the premium of the Medicare Advantage plan provider selected by the employee, even if the formula results in the County's portion of the premium being greater then that due and payable for the coverage and there shall be no payment of the difference to the employee. In the future, should the County need or desire to modify these plans, benefits of future selected plans will be

substantially similar to or better than the plans offered above, provided however that the cost sharing between the employee and the County shall be determined by the formula used and as may be, from time to time, changed or amended for active employees and as described herein above.

h. After providing CSEA with the opportunity to review proposed policies and comment on the same, the County may offer lower cost/higher deductible/ fewer benefit plans to employees as an option, and on a strictly voluntary basis. The Blue Shield EPO Plan that is presently provided or a substantially similar plan will continue to be offered.

i. On and after December 21, 2012, the County shall offer the availability of health insurance in retirement to new employees of the collective bargaining unit commencing work with the County on or after said date of execution of this agreement on the following terms:

The County will offer health insurance Medicare Advantage Plans or similar plans to employees of the collective bargaining unit who retire, provided that the said employee a) retires from the New York State Retirement Plan; b) had insurance coverage in the previous ninety (90) day period; c) is sixty-five (65) years of age or older; d) has at least twenty (20) years total County service; e) pays a percentage contribution equal to that shared percentage being contributed by active full-time employees. If an employee leaves County service before reaching the age of sixty-five (65) year, the employee shall not be entitled to continue health insurance through Warren County. Once the employee who leaves the County reaches sixty-five (65) years, assuming all other eligibility criteria outlined above are met, the employee may then elect to receive the benefits as outlined above.

For current employees, health insurance in retirement shall continue to be provided the retiree pays the employee share of the premium as may be agreed upon and changed from time to time in whatever collective bargaining agreement then in effect and as set forth in Resolution No. 753 of 2009 as amended as follows:

A. 1) has at least ten (10) years total service as a Warren County employee, which shall be determined by adding the time periods the employee is employed at a rate of at least thirty-five (35) hours per week on a regularly scheduled basis or, if employed less than thirty-five (35) hours per week, that time period the employee is a paid elected official or is a paid member of the County legislative board, or was eligible for health insurance benefits in accordance with County Policy; 2) has retired under the New York State Retirement System or is retired and is receiving or will receive Social Security Benefits and would have been eligible to retire and receive benefits under the New York State Retirement System if the

employee had been a participant in said Retirement System; and 3) is enrolled in the Warren County Health Insurance Plan at the time of retirement;

B. Employees with at least ten (10) years total service as a Warren County employee, vested status who leaves County employment prior to retirement under the New York State Retirement System may continue coverage in the Warren County Health Insurance Plan by paying both the employer and employee shares of the health insurance premium. After retirement begins, said employee shall be liable for only the employee share of the premium;

C. An active employee who is eligible for coverage and has elected not to enroll in the County Plan during his active employment may enroll in the Plan at any time prior to retirement during an open enrollment period;

D. A covered employee or retired employee who fails to remit the required premiums shall be terminated from coverage thirty (30) days following written notice of such failure to remit the premiums mailed to the retiree's address on file with the County;

E. An employee who is eligible for coverage at the time of retirement and who elects not to continue coverage or to enroll for coverage as a retired person shall be eligible to enroll for coverage after retirement provided such employee has at least twenty (20) years of total service as a Warren County employee.

F. Death of Employee While in Service. The surviving spouse and minor children of a Warren County employee who dies while in service and prior to retirement shall be eligible for continued coverage under the Warren County Health Insurance Plan and shall pay only the employee share of the premium under the following conditions:

1) the deceased employee had at least ten (10) years total service as a Warren County employee; **and**

2) the deceased employee was vested under the New York State Retirement System at the time of his/her death.

G. Death of Retiree. The surviving spouse and minor children of a retired Warren County employee shall be eligible for continued coverage under the Warren County Health Insurance Plan and shall pay only the employee share of the premium under the following conditions:

1) the deceased employee had at least ten (10) years of total service as a Warren County employee; **and**

2) the deceased employee had retired and was eligible for or receiving benefits under the New York State Retirement System.

H. "Continued coverage" as used in this section shall mean the coverage available to all Warren County employees and members of the employee's family.

Except as may be otherwise required by law, health insurance in retirement for these employees and their dependents over age 65 shall be provided through only Medicare Advantage Plans currently offered by the County or substantially similar or equivalent plans.

#### Section 2. Dental Insurance

All full time employees of the County of Warren shall be eligible for membership in non-duplicative coverage in the Delta Dental Plan, or equivalent coverage. The County shall contribute up to the sum of \$10.00 per month per employee toward the premium for individual coverage and \$24.00 per month per employee toward the premium for dependent coverage.

#### Section 3. Flexible Spending Account

Provided that a flexible spending account or other form of cafeteria plan may be made available to the unit at no cost to the County for administration or other types of expenses, it shall be made available as an option for unit members provided that the plan is with a company or organization licensed by the State of New York and in good financial and regulatory standing, and provided further that the same does not violate any rules or regulations of New York State or the New York Public Employee and Retiree Long Term Care Insurance Plan.

#### Section 4. NYPERL

If the County Board of Supervisors authorizes the implementation of New York Public Employee and Retiree Long Term Care Insurance Plan (NYPERL) it shall be made available as an option for employees to elect. If the employee elects to participate in the NYPERL plan, the employee will pay 100% of the premium through payroll deduction.

#### Section 5. Re-opener

The County may change insurance or self insure with regard to any health insurance policy (including Medicare Advantage Plans) as long as the benefits remain



substantially similar or equivalent to those provided in 2012 under the Blue Shield EPO Plan and so long as the cost of the policy to the employee is equal to or less than the cost would have been if the County had stayed with the Blue Shield EPO Plan and renewed, or whatever company plan in existence at the time the County determines to change carriers. (This is to be separate and distinct from the increase in contribution rates provided for this agreement.) The County will provide thirty (30) days written notice to the CSEA representative for the unit as well as the President or if there should not be a President, the next highest officer of the unit.

## **ARTICLE X – RETIREMENT PLANS AND DEATH BENEFITS**

### **Section 1. Career Retirement Plan**

The County shall forthwith adopt a resolution providing for a career retirement plan for County employees pursuant to Section 75-i of the Retirement and Social Security Law of the State of New York. The foregoing shall be amended to the extent necessary to reflect changes in the Retirement and Social Security Law of the State of New York as it applies to so-called “Tier Three” category employees<sub>2</sub>; New York State laws and implementation by the New York State Retirement and Social Security system.

### **Section 2. Guaranteed Ordinary Death Benefit**

The County has adopted a resolution providing for a guaranteed ordinary death benefit under Section 60-b of the Retirement and Social Security Law as amended by the Laws of 1970.

## **ARTICLE XI – GRIEVANCES**

a. The parties hereby agree to the following procedures in handling grievances:

- Step 1. When a grievance is made by an employee, the employee shall meet with his supervisor and attempt to resolve the matter informally. The employee shall notify the CSEA representative of the grievance.
- Step 2. In the event the grievance is not resolved informally, it shall be reduced to writing within 10 working days from the informal stage, and presented to the Department Head. The aggrieved employee shall meet with the Department Head to attempt to resolve the grievance. The aggrieved employee may be accompanied by the CSEA representative.
- Step 3. In the event such grievance is not satisfactorily resolved by the Department Head, a written appeal may be filed with the Labor-Management Committee of the Board of Supervisors within 10 working days after the aggrieved employee has received the decision of the Department Head. The Labor-Management Committee of the Board of

Supervisors shall investigate the grievance, and shall notify the aggrieved employee and the CSEA representative of its decision within fifteen (15) working days after it has received the written appeal.

Step 4. In the event that such grievance is not satisfactorily resolved by the Labor-Management Committee of the Board of Supervisors, the matter may then be referred by either party to arbitration before an impartial arbitrator to be mutually agreed upon by the parties. If the parties cannot agree on an impartial arbitrator, the parties shall use the services of the American Arbitration Association for the selection of an arbitrator.

b. The following shall apply to this entire grievance procedure:

1. A grievance is defined as a claim of an alleged violation of this agreement with respect to its application or interpretation, which claim shall not include any matter for which a method of review is prescribed by law or by any rule or regulation of the Civil Service Commission having the force and effect of law.

2. All grievances shall include the name and position of the aggrieved employee, the identity of the provisions of this agreement involved in said grievance, the time when and the place where the alleged event or condition constituting the alleged breach of this agreement existed, the identity of the party responsible for causing said event or conditions, if known to the aggrieved employee, a statement of the nature of the grievance, and the remedy sought by the aggrieved employee.

3. No written grievance shall be entertained and such grievance is waived, unless the written grievance was forwarded to the Department Head within 30 working days after the aggrieved employee knew or should have known of the act or condition upon which the grievance is based.

4. Failure to comply with the time limits set forth in this entire Article is intended to be, and shall be, considered a complete bar to the continued processing of any grievance or legal action, unless mutually agreed upon in writing by both parties.

5. In the event that an aggrieved employee has submitted the subject matter of the grievance to any forum, including administrative agencies, judicial bodies or the courts, the employee may not utilize this grievance procedure.

6. The CSEA and the County shall bear equally the fees and expenses of the arbitration stage of the grievance, exclusive of attorneys' fees.

## **ARTICLE XII – DISCHARGE**

### **Section 1. Civil Service Law Section 75 Rights**

A County employee holding a position in the non-competitive class or labor class as defined in the Civil Service Law and who has completed at least one year of continuous service as a County employee, shall be entitled to the rights, privileges, protection and remedies provided for in Section 75 of the Civil Service Law of the State of New York.

### **Section 2. Job Abandonment**

An employee who is absent from work without authorization or communicating to the employee's supervisor the reason(s) for the absence for at least three (3) consecutive work days shall be deemed to have abandoned employment with the County and shall automatically be terminated from employment. Such employee shall have no contractual recourse to grieve or challenge the matter except if it was impossible for the employee to communicate as a result of a medical condition, hostage or kidnapping situation, or placement in a witness protection plan. In such events, the employee shall immediately communicate with the employee's supervisor at the employee's first opportunity or this abandonment provision applies.

## **ARTICLE XIII – MISCELLANEOUS PROVISIONS**

### **Section 1. Posting of Job Vacancies**

All vacancies where an eligible list does not exist shall be posted for at least fifteen (15) calendar days prior to the filling of said vacancy. All interested employees shall have the right to apply for these vacancies with seniority being a contributing factor in the appointment to that vacancy. All applicants shall receive notice of the name of the person who filled the vacancy. Notice of vacancy shall also be posted in all departments in which members of the bargaining unit are employed.

### **Section 2. Coffee Breaks**

All employees shall be allowed one coffee break during each four (4) hours of his regular day and each Department Head shall establish such rules and regulations as may be necessary to implement these employee rest periods.

### **Section 3. Annual Statement of Accrued Time**

During the month of February in each year or as soon thereafter as may be practicable, the County shall prepare and distribute to each employee in County service a statement of his accrued credits for vacation and sick leave as of the end of the prior calendar

year and a statement of any such other credits or leave time the employee shall be entitled to during the ensuing year which are not accumulative.

#### Section 4. Review of Time Cards

Every employee in County service shall have the right to review or question his time card and may from time to time inquire through the Personnel Office as to his accrued leave time credits.

#### Section 5. Transfers: Salary Step Level

Any employee transferred from one job classification to another shall transfer and be paid at the same longevity he has attained.

#### Section 6. Medicare Premiums

Upon the exclusion from the coverage of the County's health insurance plan of the supplemental medical insurance benefits under Medicare, the amount of such Medicare premium will be deducted from contributions payable by the employee and the employer contributions to the health insurance fund shall be adjusted as necessary to provide such payments.

#### Section 7. Workers' Compensation Reimbursement

The County will adopt a plan which provides that when the County is reimbursed by the Workers' Compensation insurance carrier for continuing the employee's salary during the period of job connected disability, the County will credit the employee's sick leave benefits to the nearest day by dividing the reimbursement received by the employee's daily rate of compensation at straight time without regard to shift differentials. When an employee has exhausted his sick leave credits prior to reimbursement from the carrier, he will be entitled to receive only those benefits provided for under the Workers' Compensation Law.

#### Section 8. Disability Insurance

The County will continue New York State Disability Benefits coverage in accordance with the New York State Benefits Law. Each employee shall make the maximum premium contribution permitted by the State Plan and the County shall pay the difference in the premium for each employee.

#### Section 9. Jury Duty Compensation

The County will adopt a plan to pay an employee who serves on a jury the difference between the jury pay and 40 hours pay at straight time. Volunteers will not be paid and provisions must be made for reporting for work on short court sessions or days when

the County is working although the court may not be in session. No payment will be made to any employee who is exempt by law and waives the exemption by failing to claim the exemption or by volunteering to serve.

#### Section 10. Emergency Recall from Leave

The County agrees that no employee shall be called back to work while on vacation, personal leave or sick leave, except where a state of emergency exists.

#### Section 11. Overtime Distribution

The County agrees to distribute overtime assignments as equitably as possible to all of the employees in the department.

#### Section 12. Safety Standards

As it applies to the Highway Department, the County agrees to abide by the "New York State Manual on Uniform Traffic Control Devices."

#### Section 13. Foul Weather Gear, Boots and Other Clothing

Employees required to work outside shall be provided with foul weather gear as needed. The following boots and other clothing shall be provided or reimbursed by the County, but only if the employee is required by Management to wear the same to meet the qualifications of the position or perform the work:

##### **Department of Public Works/Buildings and Grounds/Parks, Recreation and Railroad/Airport:**

Shirts - annually

Boots - annually

Hats - as needed

Gloves - as needed

Coats - every couple of years as needed

Vests & Coveralls - kept by Buildings and Grounds, used as needed

Hard hats & Goggles - kept by Buildings and Grounds, used as needed

### **Westmount Health Facility**

Maintenance workers

Boots - annually

### **Countryside Adult Home:**

Maintenance workers

Boots - annually

Requests for clothing should be addressed with the Department Head, reimbursement will only be considered if the County is unable to make the purchase and approval is given, prior to purchase by employee.

### **Section 14. Out-of-Title Work**

Employees performing the duties of a higher rated job classification shall receive the compensation paid to that higher rated position once the employee has worked in this capacity for five (5) or more days. Once eligible to receive this higher rate of compensation the affected employee shall be paid retroactive to the first day of such out of title work.

### **Section 15. Training Programs**

County employees shall be allowed to take job related courses with the prior approval of the County Board of Supervisors. Upon satisfactory completion of the course with a "C" grade or better, the County shall reimburse the employee for 50% of the cost for tuition and fees incidental to taking the course. If an employee does not work for at least eighteen (18) consecutive months after completing a course for which the County has reimbursed the employee for 50% of the cost for tuition and fees, the employee will refund to the County the total amount paid by the County to the employee.

### **Section 16. Employee Indemnification**

The indemnification benefits of Section 18 of the Public Officers Law shall be conferred upon the members of the bargaining unit, provided such employee complies with all of the requirements of Section 18 of the Public Officers Law.

### **Section 17. Abolition of Positions, Suspension, Demotion, and Preferred Lists**

a. Sections 80, 81 and 85 of the Civil Service Law shall cover County employees referred to in those sections for abolition of positions, suspensions, demotions and preferred lists.

b. "Manpower" employees shall have first preference in the filling of permanent vacancies in the job to which that employee was hired under "Manpower."

#### Section 18. Labor/Management Committee

If either Warren County or CSEA requests a labor-management meeting, such party will provide the other party with a proposed agenda. The receiving party, within seven (7) work days, must either acknowledge that it will meet or advise the other party that it does not desire to discuss the topic on the proposed agenda.

#### Section 19. Required Testing and License Fees

Warren County will pay for the additional testing and license fees imposed by the State of New York and required by Warren County for continued employment on municipal truck drivers, bus drivers and equipment operators, other than normal passenger vehicle licenses. The County will pay for the initial application for testing. Any expenses incurred in connection with repeat testing will be the sole responsibility of the employee.

Warren County will reimburse nurses and licensed practical nurses for their license renewal fees.

#### Section 20. Americans with Disabilities Act

The County and CSEA shall comply with the applicable provisions of the Americans with Disabilities Act.

#### Section 21. Direct Deposit

The County will implement direct deposit of an employee's paycheck for all bargaining unit employees who provide written authorization to the County to do so in accordance with the County's policy and practice on direct deposits.

#### Section 22 – Check Envelopes

Warren County shall put each employee's paycheck or confirmation of direct deposit in an individualized envelope.

#### Section 23 - New Employee Orientation and Union Participation

Whenever the County holds an orientation involving a new CSEA Union employee, a CSEA Representative shall be invited to be present and provide information with regard to the CSEA Union and Union benefits.

#### Section 24 - Overnight Hotel Stays

If employees are required to stay over night at Hotels or similar facilities while on County business, then each employee shall be entitled to their own separate room at County expense.

#### Section 25 - Inland Marine Policy

The County has added an endorsement to its Inland Marine Policy which adds employee tools coverage for a \$129,000 limit effective 5/18/07 with a \$1,000.00 deductible. Ending or terminating such coverage shall be subject to negotiation. The County may, from time to time, arrange for similar insurance coverage with other carriers without negotiations or consultation with the Union, so long as the total amount of coverage is not less than \$129,000 and the deductible not greater than \$1,000.00. If an event occurs which causes damage or loss of employees tools and such event is covered by the said endorsement, the County will be responsible for the payment of the deductible, not the employees.

#### Section 26 - Eyeglasses & Hearing Aids

The County will replace existing eyeglasses and/or hearing aids if damages by an employee while performing work at the County, except that deliberate damage will not be covered.

#### Section 27 - Drug & Alcohol Testing

Drug and alcohol testing will be performed for all employees when involved in an accident. The parties shall negotiate the procedure upon ratification of this Agreement.

#### Section 28 - New Employee

“New Employee” or “employee beginning work after the date of execution of this collective agreement” or similar language when used in this agreement to denote or refer to an employee hired after the date of execution of this collective bargaining agreement shall be deemed to mean or refer to any employee who begins work for Warren County on or after December 21, 2012 who has not worked for the County in a full time or part time capacity at anytime before so beginning work for the County following execution of this agreement and b) an employee who begins work for Warren County after the date of execution of this agreement and who has worked for the County in the past but has not been last in the employ of Warren County as a full time or part-time employee for a period of 90 days before so beginning to again work for the County following date of execution of this agreement.



#### **ARTICLE XIV – WAIVER**

The parties agree that this is the entire agreement between the County and CSEA and concludes all negotiations during its term. They acknowledge that they have carefully and fully negotiated with respect to all matters which are negotiable under the Public Employees' Fair Employment Act (Taylor Law), including all terms and conditions of employment, whether or not express reference to such matters is made herein, and have settled them for the period covered by this Agreement.

#### **ARTICLE XV – EFFECTIVE DATE**

This agreement shall be effective January 1, 2012 and shall end on December 31, 2016.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

COUNTY OF WARREN

WARREN COUNTY GENERAL UNIT  
OF CIVIL SERVICES EMPLOYEES  
ASSOCIATION, INC., LOCAL 857

\_\_\_\_\_  
Chairman, Warren County Board of  
Supervisors

\_\_\_\_\_  
Kelli A. Kennedy, President

CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC., LOCAL 1000,  
AFSCME, AFL-CIO

\_\_\_\_\_  
Michael Nickson, LRS, CSEA, Inc.

**SCHEDULE "A"**  
**Grade and Title Listing**

|         |  |
|---------|--|
| GRADE 1 | Tourism Aide   |
| GRADE 2 | Cleaner<br>Clerk<br>Food Service Helper<br>Hospital Aide<br>Laborer<br>Laundry Worker<br>Supervisor of Volunteers<br>Van Driver<br>Meal Site Cook<br>Meal Site Manager<br>Aging Services Aide<br>Intern  |
| GRADE 3 | Leisure Time Activities Aide<br>Typist<br>Ward Clerk<br>Hatchery Aide<br>Physical Therapy Aide<br>WIC Program Aide<br>Institutional Aide<br>Keyboard Spec<br>Infant Feeding Advocate<br><b><u>Personnel Aide</u></b>   |
| GRADE 4 | Account Clerk<br>Cook<br>D.E. Machine Operator<br>Index Clerk<br>Janitor<br><b><u>Custodian</u></b><br>Senior Clerk<br>Senior Stenographer<br>Senior Typist<br>Stenographer<br>Storeroom/Print Shop Assistant<br><b><u>Resource Clerk</u></b><br>Tourism Specialist<br>Assistant Messenger<br>Food Service Manager<br>Aging Services Assistant<br>Secretary<br>WIC Clerk |

Word Processing Operator  
Computer Help Desk Aide  
CNA  
Intake Clerk  
Medical Records Clerk  
Real Property Clerk  
**Rehabilitation Aide**

GRADE 5    Account Clerk-Typist  
              Charge Aide  
              Motor Equipment Operator (Light)  
              Records Clerk  
              Youth Services Specialist  
              Legal Clerk  
              Recreational Aide  
              Motor Vehicle Registration/Enforcement Clerk  
              Senior Intake Clerk  
              WIC Assistant  
              Medicaid Clerk  
              **Senior Resource Clerk**

GRADE 6    HEAP Examiner  
              Messenger  
              Senior Data Entry Operator    Working Supervisor  
              WIC Nutrition Aide    Personnel Clerk  
              Building Maintenance Worker  
              Motor Coach Promoter  
              Automotive Parks Clerk  
              Health Facility Clerk  
              **Health Facility Van Driver**  
              Motor Vehicle License/Registration Clerk  
              Senior Tourism Specialist

GRADE 7    Auto Mechanic Helper  
              Motor Equipment Operator (Medium)  
              Principal Stenographer  
              Senior Account Clerk  
              Probation Assistant  
              Legal Recording Clerk  
              Office Specialist  
              Payroll Clerk  
              Principal Clerk  
              Public Health Liaison  
              Recording Clerk  
              Senior Building Maintenance Worker

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| GRADE 8  | Administrative Assistant<br>Airport Maintenance Worker<br>Employment & Training Coordinator<br>Graphics Desktop Publisher<br>Heavy Equipment Operator<br>Senior Account Clerk/Typist<br>Social Welfare Examiner<br>Support Collector<br>Support Investigator<br>Physical Therapy Assistant<br>Senior Motor Vehicle Examiner<br>Cabinetmaker/Groundskeeper<br>Assistant Records Manager<br>Community Services Worker |
| GRADE 9  | Auto Mechanic<br>Employment & Training Counselor<br>Leisure Time Activities Director<br>Sign Maintenance Worker<br>Welder   |
| GRADE 10 | Draftsman<br>Engineering Technician<br>Highway Construction Supervisor<br>Principal Account Clerk<br>Senior Records Clerk<br>Social Work Assistant<br>Specialist, Services for the Aging<br>Records Management Technician<br>Building & Maintenance Worker II<br>Licensed Practical Nurse<br>Senior Custodian<br><del>Senior Legal Recording Clerk</del>  |
| GRADE 11 | Senior Social Welfare Examiner<br>Senior Support Collector<br>Social Services Investigator<br>Principal Account Clerk/Typist<br>Group Tour/Convention Promoter<br>Nurse Technician<br>Real Property Information Specialist<br>Senior Support Investigator   |

- GRADE 12    WIC Nutritionist  
Resource Assistant  
Principal Account Clerk/Computer Systems Operator  
Senior Engineering Technician  
Motor Vehicle Supervisor  
Self Insurance Specialist  
**Senior Legal Recording Clerk**
- GRADE 13    Building Maintenance Mechanic  
Mechanical Storekeeper  
Tax Map Technician  
Data Coordinator  
JTPA Training Coordinator  
Airport Facilities Maintenance Mechanic  
Assistant Automotive Mechanic Supervisor  
Assistant Shop Supervisor  
Employment & Training Account Manager
- GRADE 14    Health Educator  
Social Worker  
Case Manager  
Caseworker  
Crime Victim Specialist  
Resource Recovery Coordinator  
Physical Therapy Assistant  
Health Facility Office Records Specialist  
Secretary/Fire Prevention & Code Enforcement Officer
- GRADE 15    Accounting Supervisor  
Principal Social Welfare Examiner  
Rehabilitation Specialist  
Senior Employment & Training Counselor  
Supervising Support Investigator  
WIC Coordinator  
Sign Maintenance Supervisor  
CASA Coordinator  
Senior Caseworker  
Intake & Data Coordinator  
Investigations Coordinator  
Point of Entry Coordinator  
Records Manager  
Net/Technical Service Specialist

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|--------------------------------|---|
| GRADE 16                       | Senior Tax Map Technician<br>Senior Building Maintenance Mechanic<br><hr/> WIC Dietitian<br>WIC Nutrition Counselor<br><hr/> Staff Development Coordinator<br>Highway Construction Supervisor II<br>Payroll Supervisor<br>WIC Nutrition Facilitator<br>Senior Airport Facilities Maintenance Mechanic |
| GRADE 17                       | Fire Prevention & Building Code Enforcement Officer<br>Case Supervisor B<br>Admissions Coordinator  |
| GRADE 18                       | Senior Planner<br>Early Intervention Service Coordinator<br>Senior Public Health Educator   |
| GRADE 19                       | <hr/> Coordinator, Services for the Aging<br>Probation Officer<br>Accounting Technician<br>RPN  |
| GRADE 19.1 RPN with IV Stipend |   |
| GRADE 20                       | CHN<br>Health Information Manager<br>Senior Probation Officer<br>Registered Professional Nurse II   |
| GRADE 20.1 CHN with IV Stipend |   |
| GRADE 21                       | Nurse Manager<br>PHN<br>Supervising Registered Nurse<br>Victim Assistance Program Director  |
| GRADE 21.1 PHN with IV Stipend |   |